

[Skip to Main Content](#) [Logout My Account](#) [Search Menu](#) [New Civil District Search](#) [Refine Search](#) [Back](#)

Location : All District Civil Courts [Images Help](#)

REGISTER OF ACTIONS

CASE NO. DC-15-14017

JACK PARKER et al vs. METLIFE AUTO & HOMES INSURANCE AGENCY
INC

§
§
§
§
§

Case Type: **INSURANCE**
Date Filed: **11/17/2015**
Location: **95th District Court**

PARTY INFORMATION

DEFENDANT METLIFE AUTO & HOMES INSURANCE
AGENCY INC

Lead Attorneys
DENNIS D CONDER
Retained
214-748-5000(W)

PLAINTIFF PARKER, JACK

DAVID BRUCE KOCH
Retained
972-788-1600(W)

PLAINTIFF PARKER, MARY L.

DAVID BRUCE KOCH
Retained
972-788-1600(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS		
11/17/2015	NEW CASE FILED (OCA) - CIVIL	
11/17/2015	ORIGINAL PETITION	
	<i>Plaintiffs' Original Petition and Request for Disclosure</i>	
11/17/2015	ISSUE CITATION	
11/19/2015	CITATION	
	METLIFE AUTO & HOMES INSURANCE AGENCY INC	Served 11/20/2015
		Returned 12/08/2015
11/19/2015	CITATION ISSUED	
12/08/2015	AMENDED PETITION	
	1ST	
12/08/2015	RETURN OF SERVICE	
	METLIFE AUTO & AUTO & HOMES INSURANCE AGENCY INC	
12/10/2015	ORIGINAL ANSWER - GENERAL DENIAL	

FINANCIAL INFORMATION

PLAINTIFF PARKER, JACK		
11/19/2015	Total Financial Assessment	295.00
11/19/2015	Total Payments and Credits	295.00
	Balance Due as of 12/14/2015	0.00
11/19/2015	Transaction Assessment	295.00
11/19/2015	CREDIT CARD - TEXFILE Receipt # 68520-2015-DCLK (DC)	Parker, Jack (295.00)



Freeney Anita

NO. DC-15-14017

JACK PARKER and MARY L. PARKER,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
METLIFE AUTO & HOME	§	
INSURANCE AGENCY, INC.,	§	
	§	
<i>Defendant.</i>	§	D-95TH JUDICIAL DISTRICT

**PLAINTIFFS’ ORIGINAL PETITION
AND REQUEST FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Jack Parker and Mary L. Parker, Plaintiffs, and files this, their Original Petition, complaining of MetLife Auto & Home Insurance Agency, Inc., and for cause of action would respectfully show unto this Court the following:

I.

Jurisdiction and venue with respect to the claims and causes of action asserted herein are proper in the District Court of Dallas County, Texas.

II.

Pursuant to the provisions of Rule 47, TEXAS RULES OF CIVIL PROCEDURE, Plaintiffs’ would state that they are seeking monetary relief over \$100,000.00 but not more than \$200,000.00.

Parties and Service of Citation

III.

Plaintiffs Jack Parker and Mary L. Parker are individual residents of the State of Texas and who reside in Dallas County, Texas.

Defendant MetLife Auto & Home Insurance Agency, Inc., which is duly authorized and admitted to write home and automobile insurance in the State of Texas, is a corporation organized and existing under the laws of the State of Rhode Island which may be served with Citation by serving its Registered Agent, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Dallas County, Texas 75201.

IV.

Defendant, through its local recording agent's office issued an insurance policy naming the Plaintiffs as the insured and insuring the Plaintiffs' residential premises and contents therein located at 3823 Wooded Creek Drive, Farmers Branch, Texas against loss by storms, among other things. Pursuant to the terms of the policy, Plaintiffs had insurance protection on the dwelling up to approximately \$200,000 for any loss resulting from damage to the structure insured. The insurance policy, being numbered by the Defendant as 2340545400.

On or about December 6, 2013, a large tree fell on the residence during an ice storm causing the roof to buckle on the eastern side of the house and interior structural damaged on the ceiling and support beam. The reasonable and necessary cost of repairing the damaged property is in excess of \$75,000. However, these repairs could result in the property sustaining a loss in value in excess of \$100,000.

Despite the fact that all conditions precedent to Plaintiffs' recovery have been performed or have occurred, Defendant has failed and refused to properly adjust and pay Plaintiffs in accordance

with its contract obligation. Furthermore, in December 2014, Defendant unjustifiably denied liability under the policy of insurance, compelling the Plaintiffs to institute this litigation.

Defendant failed to conduct an investigation of Plaintiffs' claim for many months after it received the notice of claim and requested information from Plaintiffs. In addition, when Defendant's investigator/consultants did finally appear they conducted woefully inadequate investigations lacking in any testing, structural analysis, measurements and direct observations of roof and ceiling components. Moreover, Defendant has not provided Plaintiff with fair notice of Defendant's real reason for rejecting Plaintiffs' claim to benefits under the policy after initially acknowledging coverage and liability.

When the claim was presented to the insurer, the insurer's liability under the policy was reasonably clear, there being no basis in fact or from the policy's terms on which a reasonable insurer would have relied to deny the claim. At the time of the refusal to pay, Defendant knew or by the exercise of reasonable diligence should have known that its liability was reasonably clear. The refusal to pay is a breach of contract and a breach of the duty of good faith and fair dealing and was a proximate cause of the harm suffered by the Plaintiffs. Defendant's conduct was malicious in that it was intended to cause the Plaintiffs a substantial injury or harm, or has been and continues to be grossly negligent because it involves an extreme degree of risk of which the Defendant was aware.

Due to the danger presented by sagging roof and dislodged interior beam, the conditions ignored by Defendant, Plaintiffs have been compelled to limit their children and grandchildren's use of the family game room where the damage occurred and is readily visible to the casual observer.

In addition, Plaintiffs' have been compelled to engage the services of the attorney whose name is subscribed to this pleading for the prosecution and collection of the claim. Therefore, Plaintiffs are entitled to recover from Defendant reasonable sum for the necessary services of the Plaintiffs' attorney in the preparation and trial of this action, including any appeals to the Court of Appeals or the Supreme Court of Texas.

V.
Request for Disclosure

Under Rule 194, TEXAS RULES OF CIVIL PROCEDURE, Plaintiff requests that Defendant disclose within fifty (50) days of the service of this Request, the information or material described in Rule 194.2.

WHEREFORE, Plaintiffs request that Defendant be cited to appear and answer herein and that upon the final trial hereof, Plaintiffs recover from Defendant the following:

1. The sum of not less than 100,000, as the benefits payable under the insurance policy made the basis of this suit, together with prejudgment interest at the highest rate allowed by law;
2. a statutory penalty for Defendant's failure to comply with the prompt payment provisions of Article 21.55 of the TEXAS INSURANCE CODE;
3. a reasonable sum for attorneys' fees, as found by the trier of fact, with conditional sums for the services of plaintiffs' attorney in the event of subsequent appeals;
4. interest on the judgment at the rate provided by law from the date of judgment until paid;
5. Costs of suit; and
6. Such other and further relief to which the plaintiff may be justly entitled.

Respectfully submitted,

WRIGHT GINSBERG BRUSLOW P.C.

By: /s/ David B. Koch

David B. Koch

State Bar No. 11643850

14755 Preston Road, Suite 600

Dallas, Texas 75254

(972) 788-1600 Telephone

(972) 702-0662 Telecopy

dkoch@wgbllawfirm.com

ATTORNEYS FOR PLAINTIFFS

R:\11500s\11525\03\P\ORGPETREQDIS.wpd

NO. DC-15-141017-D

JACK PARKER and MARY L. PARKER,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
METROPOLITAN LLOYDS INSURANCE	§	
COMPANY OF TEXAS,	§	
	§	
<i>Defendant.</i>	§	95 th JUDICIAL DISTRICT

PLAINTIFFS' FIRST AMENDED
PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Jack Parker and Mary L. Parker, Plaintiffs, and files this, their First Amended Petition, complaining of Metropolitan Lloyds Insurance Company of Texas, and for cause of action would respectfully show unto this Court the following:

I.

Jurisdiction and venue with respect to the claims and causes of action asserted herein are proper in the District Court of Dallas County, Texas.

II.

Pursuant to the provisions of Rule 47, TEXAS RULES OF CIVIL PROCEDURE, Plaintiffs' would state that they are seeking monetary relief over \$100,000.00 but not more than \$200,000.00.

III.

Plaintiffs Jack Parker and Mary L. Parker are individual residents of the State of Texas and who reside in Dallas County, Texas.

Defendant Metropolitan Lloyds Insurance Company of Texas, which is duly authorized and admitted to write home and automobile insurance in the State of Texas, is a corporation organized and existing under the laws of the State of Rhode Island which may be served with Citation by serving its Registered Agent, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Dallas County, Texas 75201.

IV.

Defendant, through its local recording agent's office issued an insurance policy naming the Plaintiffs as the insured and insuring the Plaintiffs' residential premises and contents therein located at 3823 Wooded Creek Drive, Farmers Branch, Texas against loss by storms, among other things. Pursuant to the terms of the policy, Plaintiffs had insurance protection on the dwelling up to approximately \$200,000 for any loss resulting from damage to the structure insured. The insurance policy, being numbered by the Defendant as 2340545400.

On or about December 6, 2013, a large tree fell on the residence during an ice storm causing the roof to buckle on the eastern side of the house and interior structural damaged on the ceiling and support beam. The reasonable and necessary cost of repairing the damaged property is in excess of \$75,000. However, these repairs could result in the property sustaining a loss in value in excess of \$100,000.

Despite the fact that all conditions precedent to Plaintiffs' recovery have been performed or have occurred, Defendant has failed and refused to properly adjust and pay Plaintiffs in accordance

with its contract obligation. Furthermore, in December 2014, Defendant unjustifiably denied liability under the policy of insurance, compelling the Plaintiffs to institute this litigation.

Defendant failed to conduct an investigation of Plaintiffs' claim for many months after it received the notice of claim and requested information from Plaintiffs. In addition, when Defendant's investigator/consultants did finally appear they conducted woefully inadequate investigations lacking in any testing, structural analysis, measurements and direct observations of roof and ceiling components. Moreover, Defendant has not provided Plaintiff with fair notice of Defendant's real reason for rejecting Plaintiffs' claim to benefits under the policy after initially acknowledging coverage and liability.

When the claim was presented to the insurer, the insurer's liability under the policy was reasonably clear, there being no basis in fact or from the policy's terms on which a reasonable insurer would have relied to deny the claim. At the time of the refusal to pay, Defendant knew or by the exercise of reasonable diligence should have known that its liability was reasonably clear. The refusal to pay is a breach of contract and a breach of the duty of good faith and fair dealing and was a proximate cause of the harm suffered by the Plaintiffs. Defendant's conduct was malicious in that it was intended to cause the Plaintiffs a substantial injury or harm, or has been and continues to be grossly negligent because it involves an extreme degree of risk of which the Defendant was aware.

Due to the danger presented by sagging roof and dislodged interior beam, the conditions ignored by Defendant, Plaintiffs have been compelled to limit their children and grandchildren's use of the family game room where the damage occurred and is readily visible to the casual observer.

In addition, Plaintiffs' have been compelled to engage the services of the attorney whose name is subscribed to this pleading for the prosecution and collection of the claim. Therefore, Plaintiffs are entitled to recover from Defendant reasonable sum for the necessary services of the Plaintiffs' attorney in the preparation and trial of this action, including any appeals to the Court of Appeals or the Supreme Court of Texas.

V.
Request for Disclosure

Under Rule 194, TEXAS RULES OF CIVIL PROCEDURE, Plaintiff requests that Defendant disclose within fifty (50) days of the service of this Request, the information or material described in Rule 194.2.

WHEREFORE, Plaintiffs request that Defendant be cited to appear and answer herein and that upon the final trial hereof, Plaintiffs recover from Defendant the following:

1. The sum of not less than 100,000, as the benefits payable under the insurance policy made the basis of this suit, together with prejudgment interest at the highest rate allowed by law;
2. a statutory penalty for Defendant's failure to comply with the prompt payment provisions of Article 21.55 of the TEXAS INSURANCE CODE;
3. a reasonable sum for attorneys' fees, as found by the trier of fact, with conditional sums for the services of plaintiffs' attorney in the event of subsequent appeals;
4. interest on the judgment at the rate provided by law from the date of judgment until paid;
5. Costs of suit; and
6. Such other and further relief to which the plaintiff may be justly entitled.

Respectfully submitted,

WRIGHT GINSBERG BRUSLOW P.C.

By: /s/ David B. Koch

David B. Koch

State Bar No. 11643850

14755 Preston Road, Suite 600

Dallas, Texas 75254

(972) 788-1600 Telephone

(972) 702-0662 Telecopy

dkoch@wgblawfirm.com

ATTORNEYS FOR PLAINTIFFS

R:\11500s\11525\03\P\1AMDPETREQDIS.wpd

NO. DC-15-141017-D

JACK PARKER and MARY L. PARKER,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
METROPOLITAN LLOYDS INSURANCE	§	
COMPANY OF TEXAS,	§	
	§	
<i>Defendant.</i>	§	95 th JUDICIAL DISTRICT

PLAINTIFFS' FIRST AMENDED
PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Jack Parker and Mary L. Parker, Plaintiffs, and files this, their First Amended Petition, complaining of Metropolitan Lloyds Insurance Company of Texas, and for cause of action would respectfully show unto this Court the following:

I.

Jurisdiction and venue with respect to the claims and causes of action asserted herein are proper in the District Court of Dallas County, Texas.

II.

Pursuant to the provisions of Rule 47, TEXAS RULES OF CIVIL PROCEDURE, Plaintiffs' would state that they are seeking monetary relief over \$100,000.00 but not more than \$200,000.00.

III.

Plaintiffs Jack Parker and Mary L. Parker are individual residents of the State of Texas and who reside in Dallas County, Texas.

Defendant Metropolitan Lloyds Insurance Company of Texas, which is duly authorized and admitted to write home and automobile insurance in the State of Texas, is a corporation organized and existing under the laws of the State of Rhode Island which may be served with Citation by serving its Registered Agent, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Dallas County, Texas 75201.

IV.

Defendant, through its local recording agent's office issued an insurance policy naming the Plaintiffs as the insured and insuring the Plaintiffs' residential premises and contents therein located at 3823 Wooded Creek Drive, Farmers Branch, Texas against loss by storms, among other things. Pursuant to the terms of the policy, Plaintiffs had insurance protection on the dwelling up to approximately \$200,000 for any loss resulting from damage to the structure insured. The insurance policy, being numbered by the Defendant as 2340545400.

On or about December 6, 2013, a large tree fell on the residence during an ice storm causing the roof to buckle on the eastern side of the house and interior structural damaged on the ceiling and support beam. The reasonable and necessary cost of repairing the damaged property is in excess of \$75,000. However, these repairs could result in the property sustaining a loss in value in excess of \$100,000.

Despite the fact that all conditions precedent to Plaintiffs' recovery have been performed or have occurred, Defendant has failed and refused to properly adjust and pay Plaintiffs in accordance

with its contract obligation. Furthermore, in December 2014, Defendant unjustifiably denied liability under the policy of insurance, compelling the Plaintiffs to institute this litigation.

Defendant failed to conduct an investigation of Plaintiffs' claim for many months after it received the notice of claim and requested information from Plaintiffs. In addition, when Defendant's investigator/consultants did finally appear they conducted woefully inadequate investigations lacking in any testing, structural analysis, measurements and direct observations of roof and ceiling components. Moreover, Defendant has not provided Plaintiff with fair notice of Defendant's real reason for rejecting Plaintiffs' claim to benefits under the policy after initially acknowledging coverage and liability.

When the claim was presented to the insurer, the insurer's liability under the policy was reasonably clear, there being no basis in fact or from the policy's terms on which a reasonable insurer would have relied to deny the claim. At the time of the refusal to pay, Defendant knew or by the exercise of reasonable diligence should have known that its liability was reasonably clear. The refusal to pay is a breach of contract and a breach of the duty of good faith and fair dealing and was a proximate cause of the harm suffered by the Plaintiffs. Defendant's conduct was malicious in that it was intended to cause the Plaintiffs a substantial injury or harm, or has been and continues to be grossly negligent because it involves an extreme degree of risk of which the Defendant was aware.

Due to the danger presented by sagging roof and dislodged interior beam, the conditions ignored by Defendant, Plaintiffs have been compelled to limit their children and grandchildren's use of the family game room where the damage occurred and is readily visible to the casual observer.

In addition, Plaintiffs' have been compelled to engage the services of the attorney whose name is subscribed to this pleading for the prosecution and collection of the claim. Therefore, Plaintiffs are entitled to recover from Defendant reasonable sum for the necessary services of the Plaintiffs' attorney in the preparation and trial of this action, including any appeals to the Court of Appeals or the Supreme Court of Texas.

V.
Request for Disclosure

Under Rule 194, TEXAS RULES OF CIVIL PROCEDURE, Plaintiff requests that Defendant disclose within fifty (50) days of the service of this Request, the information or material described in Rule 194.2.

WHEREFORE, Plaintiffs request that Defendant be cited to appear and answer herein and that upon the final trial hereof, Plaintiffs recover from Defendant the following:

1. The sum of not less than 100,000, as the benefits payable under the insurance policy made the basis of this suit, together with prejudgment interest at the highest rate allowed by law;
2. a statutory penalty for Defendant's failure to comply with the prompt payment provisions of Article 21.55 of the TEXAS INSURANCE CODE;
3. a reasonable sum for attorneys' fees, as found by the trier of fact, with conditional sums for the services of plaintiffs' attorney in the event of subsequent appeals;
4. interest on the judgment at the rate provided by law from the date of judgment until paid;
5. Costs of suit; and
6. Such other and further relief to which the plaintiff may be justly entitled.

Respectfully submitted,

WRIGHT GINSBERG BRUSILOW P.C.

By: /s/ David B. Koch

David B. Koch

State Bar No. 11643850

14755 Preston Road, Suite 600

Dallas, Texas 75254

(972) 788-1600 Telephone

(972) 702-0662 Telecopy

dkoch@wgblawfirm.com

ATTORNEYS FOR PLAINTIFFS

R:\11500s\11525\03\F\1\AMDPETREQDIS.wpd